

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOYCE MITCHEM,)
)
)
Plaintiff,)
)
)
v.) No. 21 cv 4922
)
METROPOLITAN LIFE INSURANCE)
COMPANY,)
)
Defendant.)

AMENDED COMPLAINT AT LAW

NOW COMES the Plaintiff, JOYCE MITCHEM, by and through her attorneys, DEUTSCHMAN & SKAFISH, P.C., and complaining of the Defendant, METROPOLITAN LIFE INSURANCE COMPANY, states as follows:

1. This is a civil enforcement action brought under Section 502(a)(1)(B) of ERISA, 29 U.S.C. § 1132(a)(1)(B), to recover benefits due to Plaintiff from Defendant under the terms and provisions of insurance policies that are part of an employee welfare benefit plan.
2. The Court has subject matter jurisdiction over this action pursuant to Section 502(e)(1) of ERISA, 29 U.S.C. § 1132(e)(1).
3. Venue in the Northern District of Illinois, Eastern Division is proper under Section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2).
4. Defendant is an insurance company duly licensed to write insurance policies in the State of Illinois.
5. Defendant issued a Term Life Insurance Plan to employees of Aramark Services, Inc., which provided life insurance and other benefits, including benefits for the death of Becky

Boschenreither. A copy of the Summary Plan Description is attached to Defendant's Notice of Removal and is incorporated herein by reference thereto.

6. The aforesaid policy was in full force and effect at all times pertinent hereto.
7. At all times pertinent hereto, defendant decided all claims questions arising out of the aforesaid policies and had the obligation to pay under the policies.
8. Plaintiff, JOYCE MITCHEM, is the primary beneficiary under the plan in question.
9. The policy in question is identified as #116424 and upon information and belief the amount of benefits at issue totals \$10,000.
10. On or about October 27, 2020, Becky Boschenreither died.
11. Plaintiff made a claim under the aforesaid policies for the life insurance proceeds.
12. Defendant has refused to pay the death benefits due and owing to Plaintiff under the terms of the aforesaid policy.
13. Plaintiff contends that Defendant owes coverage under its policies for the death of Becky Boschenreither and further contends that Defendant has acted in bad faith in refusing to pay the benefits afforded to Plaintiff under the death coverage of the aforesaid policy.

WHEREFORE, Plaintiff, JOYCE MITCHEM, respectfully requests as follows:

1. That this Court award plaintiff the full amount due to her under Defendant's policy for the death of Becky Boschenreither pursuant to Section 502(a)(1)(B) of ERISA, 29 U.S.C. § 1132(a)(1)(B);
2. That this Court award plaintiff her reasonable attorney fees and costs pursuant to Section 502(e)(1) of ERISA, 29 U.S.C. § 1132(e);
3. That this Court grant such other and further relief as is just under the facts and circumstances of this case.

Respectfully submitted,

By: /s/ Bradley A. Skafish
Attorney for Plaintiff

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I, Bradley A. Skafish, an attorney, do hereby certify that I have caused this to be served on all represented parties via the CM/ECF electronic filing system this 18th day of October, 2021.